

FILED
GARFIELD COUNTY, OKLA.IN THE DISTRICT COURT OF GARFIELD COUNTY
STATE OF OKLAHOMA

MAY 24 2016

TERESA TUCKER,
Plaintiff,

vs.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, INC.,
Defendant.

Case No.

CJ-2016-114-02

WANDA BETTE JONES
DISTRICT CLERK
GARFIELD COUNTY CLERKPETITION

COMES NOW the Plaintiff, Teresa Tucker, by and through his attorney of record, Ronald "Skip" Kelly, brings his personal injury lawsuit for against the Defendant, State Farm Mutual Automobile Insurance Company (hereinafter referred to as "State Farm", and in support states as follows:

1. This is an action for damages which exceed Ten thousand Dollars (\$10,000.00) exclusive of interest, costs and attorney fees.
2. That at all times material hereto, Plaintiff, Teresa Tucker, was a resident of Enid, Garfield County, Oklahoma.
3. That at all times material hereto, the Defendant, State Farm, was and is an insurance company licensed to do business in the State of Oklahoma, was authorized to engage in the business of selling and underwriting insurance, and was doing business in Oklahoma County, Oklahoma.
4. That at all times material hereto, the Defendant, State Farm, was and is an insurance company licensed to do business in the State of Oklahoma, who designated State of Oklahoma Insurance Department, Attention Legal Division, 5 Corporate Plaza, 3625 NW 56th Street, Suite 100, Oklahoma City, Oklahoma 73112, as its Registered Agent for services of process.
5. That the Defendant, State Farm, issued in exchange for a valuable consideration, a policy of automobile insurance to Plaintiff, client, under policy number 503109836C, which provided insurance benefits to the Plaintiff. Further the terms and conditions of said insurance policy are incorporated herein by reference. Additionally, said policy was in full force and effective at all material and relevant times herein.
6. On or about December 31, 2013, the Plaintiff, was involved in an accident in the parking lot of Jumbo Foods.

7. That at said time and place, the Tortfeasor, Ms. Cecil J. Morgan, an insured motorist, negligently operated or maintained her motor vehicle, so as to run over Plaintiff's left foot as Ms. Morgan was making a right turn, causing injuries to the Plaintiff's left knee and foot, and back.
8. That on January 3, 2014, Plaintiff, filed a Personal Injury claim against Cecil J. Morgan with Farmers Alliance Companies, Claim Number 40001PV103823APV01.
9. That on March 6, 2015, Farmers Alliance Companies, settled Plaintiff's Personal injury claim against Ms. Cecil J. Morgan, for \$25,000.00.
10. That the driver of the at-fault vehicle does not have adequate insurance to cover the injuries sustained by Plaintiff.
11. At the time of the car accident the Plaintiff had a valid policy of Insurance with the Defendant, State Farm, at the time of the accident and the Defendant Insurance Company has failed to make payments under the provisions of the policy.

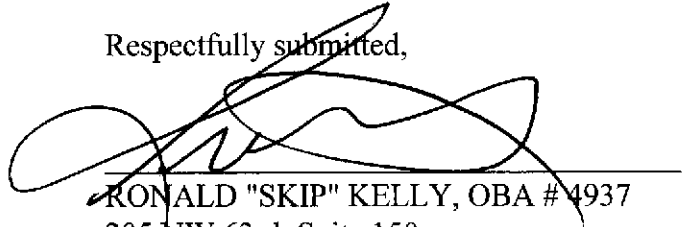
COUNT I - BREACH OF CONTRACT

12. The Plaintiff, hereby incorporates and re-alleges paragraphs 1-11, as if fully set forth herein.
13. This is an action for underinsured motorist benefits, by the Plaintiff, for damages sustained due to the negligence of an insured motorist.
14. That the policy from the Defendant, State Farm, provided for underinsured motorist benefits to the Plaintiff.
15. That the Plaintiff, has complied with all terms and conditions precedent to entitlement to underinsured motorist benefits under the State Farm policy.
16. That pursuant to the terms and conditions of the State Farm policy, the Plaintiff, named Defendant, State Farm, as a Defendant so as to allow the Defendant, State Farm, the opportunity to defend against the Plaintiff, claim for underinsured motorist benefits under the terms and conditions of the State Farm policy.
17. That despite demands by the Plaintiff, to date, the Defendant, State Farm, has refused and continues to refuse to honor the Plaintiff's, request for payment under the applicable underinsured motorist provisions of the State Farm policy for the permanent damages and loss wages.
18. That the Plaintiff, has demanded payment of underinsured motorist benefits from the Defendant, State Farm, but the Defendant has failed and refused to pay the same which is a breach of the Defendant's insurance contract with the Plaintiff, client.

19. That as a result of the collision set forth herein, the Plaintiff, has sustained bodily injury and resulting pain and suffering, disability, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical nursing care and treatment, loss of earnings, the loss of ability to earn money and a aggravation of a previous existing condition. The losses are permanent and continuing in nature, and the Plaintiff will suffer the losses in the future.

WHEREFORE, premises considered, Plaintiff demands judgment against Defendant, State Farm, as set forth above for actual damages in an amount in excess of \$10,000.00, and additional punitive damages in an amount in excess of \$10,000.00, and reasonably calculated to punish Defendant, State Farm Insurance Company, Inc., for its bad faith conduct against Plaintiff and to show others similarly situated to refrain from such practices, in addition to Plaintiff's costs, interest, and other such relief as the Court shall deem equitable and proper.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Skip Kelly', is written over a horizontal line.

RONALD "SKIP" KELLY, OBA # 4937

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Attorney for Plaintiff